

Terms of Use

Last Updated November 7, 2011, Version 2.0

IMPORTANT

LEGAL

NOTICE.

PLEASE READ THE FOLLOWING TERMS OF USE ("TERMS") CAREFULLY. THESE TERMS GOVERN YOUR USE OF THIS WEBSITE AND THE SERVICES OFFERED THROUGH THE WEBSITE. THESE TERMS SET FORTH A BINDING AGREEMENT BETWEEN YOU AND VARIOUS, INC.

YOU MUST BE AT LEAST 18 YEARS OLD AND THE AGE OF MAJORITY AND LEGAL CONSENT IN THE JURISDICTION IN WHICH YOU LIVE OR RESIDE TO AGREE TO THESE TERMS.

1. **Acceptance of Terms of Use.** These Terms of Use ("Terms") constitute a binding agreement between you and Various, Inc. ("Various," "we," "us" or "our"), a subsidiary of FriendFinder Networks Inc., and govern your use of Various, Inc.'s HardSexTube Personals ("Website") and the content, products and services offered through the Website (collectively with the Website, the "Services"). By accessing, viewing or using any Services, you represent and warrant that you are at least 18 years old and the age of majority and legal consent in the jurisdiction in which you live or reside, and you agree to be bound by and subject to these Terms. If you do not agree to these Terms, you should not check or click on, or otherwise agree to, these Terms, and you should immediately leave this page and not access or use the Website or any other Services. Upon our request, you agree to sign a non-electronic version of these Terms.
2. **Changes to Terms of Use and Services.** THESE TERMS MAY BE AMENDED OR CHANGED BY US IN OUR DISCRETION, WITH OR WITHOUT NOTICE, AT ANY TIME. We indicate at the top of the page when these Terms were last updated. Your continued access or use of the Website or any other Services following such changes will be deemed acceptance of such changes. In addition, we reserve the right to modify or cease providing all or any portion of the Services at any time, with or without notice. Be sure to return to this page periodically to ensure familiarity with the most current version of these Terms.
3. **Privacy Policy.** We are committed to protecting the privacy of the personal information you provide to us through the Website. Any personal information submitted through the Website by you is subject to our Privacy Policy, which is incorporated herein by reference. PLEASE REVIEW OUR PRIVACY POLICY TO UNDERSTAND OUR PRACTICES WITH RESPECT TO YOUR PERSONAL INFORMATION. We do not knowingly collect personal information from persons under the age of 18. The date of the last update to our Privacy Policy will be noted at the top of our Privacy Policy.
4. **Account.** In order to participate in or receive certain Services, you will be required to create an account with us ("Account"), and you may be subject to additional contractual terms and conditions applicable to such Services ("Additional Terms"), which Additional Terms will be accessible to you on the Website or presented to you as Additional Terms when you sign up for or access such Services. Any such Additional Terms shall be incorporated into and form a part of these Terms. Your Account is for your individual, personal use only, and you may not authorize others to use your Account for any purpose. In creating your Account, you certify that all information you provide is complete and accurate. You agree to update your information when required or requested, and you further agree not to use another person's account without permission. You are responsible for maintaining the confidentiality of, and restricting access to, your Account and password, and you agree to accept sole responsibility for all activities that occur under your Account or password. You agree to contact our customer service department immediately of any breach of security or unauthorized use of your Account or any violation of these Terms by others of which you are aware. You agree that we shall have no liability for any losses, damages, liabilities or expenses you may incur due to any unauthorized use of your Account, and you agree to indemnify us and hold us harmless for any such

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unauthorized use. We reserve the right to create accounts for quality control and administrative purposes. Such accounts may be publicly viewable.

5. **Use of Services; Assumption of Risk.** The Services may not be accessed or used where prohibited by law. You understand that by accessing or using the Services, you may encounter content that may be deemed sexually explicit, mature, offensive, indecent or objectionable, which content may or may not be identified as having explicit language or adult themes, and which in certain circumstances may be due to your interactions with other users or members in the course of accessing or using the Services. In addition certain content and materials available on or through the Services are inappropriate for viewing by minors or by persons who do not wish to be exposed to sexually explicit material. Commercially available parental control protections (such as computer hardware, software or filtering services) may assist you in limiting access to material that is sexually explicit or harmful to minors. If you are interested in learning more about these protections, information is available at www.cybersitter.com, www.netnanny.com or other analogous sites providing information on such protections. The preceding links are provided for information purposes only and not intended to act as an endorsement of these entities, their services or policies and we are not affiliated with them. YOU FULLY ASSUME ALL RISK OF LOSS AND RISK OF PERSONAL HARM ARISING OUT OF YOUR USE OF THE SERVICES, including but not limited to, any online or offline communications and personal interactions with others (such as dating). It is your responsibility to take all advisable and necessary precautions when interacting with individuals you meet or come into contact with through the Services.
6. **Your Additional Representations and Warranties.** You further represent and warrant to us, under penalty of _____ perjury, _____ as _____ follows:
- (a) You will not provide or permit access or use of the Services, or your Account, by any minors;
- (b) Your Account information is current, complete and accurate and you will promptly update all information to keep your Account and billing information complete and accurate upon any change (such as change of billing _____ address, _____ credit _____ card _____ number _____ or _____ expiration _____ date);
- (c) You have not and will not access or use the Services from any place or jurisdiction where such use is prohibited or contrary to applicable laws, rules, regulations, ordinances, edicts or customs, and you are not a national or resident of any country which the United States has (i) embargoed goods; (ii) identified as a "Specially Designated National"; or (iii) placed on the Commerce Department's Table of Deny Orders;
- (d) Your use of the Services is and will be in compliance with all applicable laws, rules, regulations, ordinances, _____ edicts _____ or _____ customs;
- (e) You understand that when you gain access to the Services, you will be exposed to visual images, verbal descriptions and audio sounds and other content of a sexually oriented, and explicitly erotic nature, which may include graphic visual depictions and descriptions of nudity and sexual activity. You are voluntarily choosing to do so, because you want to view, read and/or hear the various materials and content which are available, for your own personal enjoyment, information and/or education. Your choice is a manifestation of your interest in sexual matters which, you believe, is both healthy and normal and which, in your experience, is generally shared by average adults in your community. You further represent and warrant that you are familiar with the standards in your community regarding the acceptance of such sexually-oriented and explicit materials and the materials you expect to encounter are within those standards. In your judgment, the average adult in your community accepts the consumption of such materials by willing adults in circumstances such as this which offer reasonable insulation from the materials for minors and unwilling adults, and will not find such materials to appeal to a prurient interest or to be patently _____ offensive;
- (f) You have not notified any governmental agency, including the U.S. postal service, that you do not wish to _____ receive _____ sexually _____ oriented _____ material; _____ and
- (g) If you establish an Account, you (i) have never been convicted of a felony; and (ii) are not required to register _____ as _____ a _____ sex _____ offender _____ with _____ any _____ government _____ entity _____ or _____ agency.

PLEASE NOTE THAT WE DO NOT CONDUCT CRIMINAL BACKGROUND SCREENINGS ON OUR USERS OR MEMBERS.

7. **Third Party Links and Pages; Reliance on Content and Advice.**

(a) The Services may include hyperlinks or banner ads to third-party websites, content and/or resources ("Resources"). You acknowledge and agree that we have no control over and are not responsible for the availability of any such Resources, and we do not endorse any advertising, products or other materials on or available from such Resources. Because we cannot control the activities of such Resources, we cannot accept responsibility for any use of your personal information by such third parties, and we cannot guarantee that they will adhere to the same privacy and security practices as us. If you visit or link to a Resource, you should consult that Resource's privacy policy before providing any personal information. You agree that we shall have no liability for any losses, damages, liabilities or expenses you may incur due to your use of such Resources, and you agree to indemnify us and hold us harmless for any such use.

(b) Opinions, advice, statements, offers, or other information or content made available through the Services are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. We do not: (i) guarantee the accuracy, completeness, or usefulness of any information through the Services, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears through the Services. Under no circumstances will we or our affiliated entities be responsible for any loss or damage resulting from your reliance on information or other content posted through the Services or transmitted to or by any of our users or members.

8. **Proprietary Rights.** The content provided through the Services, including but not limited to, the text, data, software, manuscripts, graphics, photographs, music, sounds, videos, interactive features, blogs, posts, feedback, messages, tags and other materials (collectively, "Content") and the trademarks, service marks and logos contained therein ("Marks") are owned by or licensed to us, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. All Content is provided to you solely for your information and personal, non-commercial use. You agree to not engage in the use, copying, or distribution of any Content other than as expressly permitted herein. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Services or features that prevent or restrict use or copying of any Content or enforce limitations on the use of the Services or Content. We or our licensors retain all intellectual and proprietary rights in and to the Services and Content, except as expressly provided herein. No right is granted to you herein to use any Marks.

9. **Content Provided "AS IS"; Access to Content.** You understand that Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Content originated. We do not control this Content and do not guarantee its accuracy, integrity or quality. All such Content is provided "AS IS" without representation or warranty of any kind. Under no circumstances shall we be liable to you in any way for any Content, including but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content. We claim immunity from liability to the fullest extent permitted by law, and as further provided under the Communications Decency Act, for any Content provided by third parties. Neither our actions nor any provision in these Terms is intended to waive, remove or usurp such immunity.

10. **Noncommercial Use.** The Services are made available for your personal, noncommercial use. You will not advertise or solicit any user or member to buy or sell any products or services through the Services. You may not transmit any chain letters, junk or spam e-mail to other users or members. Further, you will not use

any information obtained from the Services in order to contact, advertise to, solicit, or sell to any user or member without their prior express consent. If you breach the terms of this subsection and/or send or post unsolicited bulk email, "spam" or other unsolicited communications of any kind through the Services, we reserve all rights, claims and causes of action we may have, statutory or otherwise, including but not limited to, the right to seek statutory penalties for each such unsolicited communication you send through the Services.

11. **Personal Communications and License to Your Content; Right to Block or Remove Content.**

(a) You acknowledge and agree that your communications with other users or members via chats, conferences, bulletin boards, blogs, posts and any other publicly accessible avenues of communication through the Services are public and not private communications. Therefore, we strongly encourage you to use caution before disclosing any personal information about yourself in your public communications. We are not responsible for information that you choose to communicate to other users or members, or for the actions of other users or members, and you agree to indemnify us and hold us harmless from any losses, liabilities, damages or expenses you may incur due to such communications or actions. Except as provided in our Privacy Policy, once you post, send or otherwise make publicly available any Content through the Services ("Personal Content"), you expressly grant us, and hereby represent that you have the right to grant us, a perpetual, irrevocable, world-wide, assignable, sub-licensable, and transferable right and license to quote, re-post, use, copy, reproduce, modify, create derivative works of, incorporate into other works, distribute, transmit, broadcast, communicate, publicly display, publicly perform and otherwise exploit such Content in any form or media, anywhere, and without any notice or compensation to you of any kind. You hereby grant us all consents, rights and clearances to enable us to use such Personal Content for such purposes. Personal Content may be searchable by, and you may be able to view and search Personal Content on, different websites (i.e., different URLs in the form of "co-brands" or "private labels") operated by us or our affiliated entities. Personal Content may also be searchable by third-party search engines, such as google, yahoo and bing.

(b) We reserve the right, but not the obligation, to refuse to transmit or post, and to disclose, block or remove any Content, including but not limited to, Personal Content, in whole or in part, that we, in our discretion, deem to be in violation of these Terms or otherwise harmful to persons using the Services, regardless of whether this material or its dissemination is unlawful. We retain the right, but not the obligation, to monitor all transmissions and postings of Personal Content and other materials from time to time to investigate or prevent violations of these Terms. In addition, we may also take reasonable steps, including the limiting or filtering of the number of emails, chat messages or posts sent or received by a user or member.

12. **Your Conduct.** You further agree not to use the Services to:

(a) upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

(b) harm minors in any way or commit abuse;

(c) impersonate or misrepresent your affiliation with, including acting as an employee of, us or our affiliated entities;

(d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;

(e) upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(f) upload, post, email, transmit or otherwise make available any Content that infringes any patent,

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trademark, trade secret, copyright or other proprietary rights of any person;

(g) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "affiliate marketing codes," "link referral code," or any other form of commercial solicitation;

(h) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware, networks or telecommunications equipment;

(i) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users or members of the Services are able to type, or otherwise act in a manner that negatively affects other users' or members' ability to engage in real-time exchanges;

(j) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services, including using any device, software or routine to bypass our robot exclusion headers;

(k) violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, but not limited to, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

(l) provide material support or resources (or conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;

(m) "stalk" or otherwise harass another person or user or member;

(n) collect or store personal data about other users or members without their consent (including, but not limited to, through the use of scripts, bots or web crawlers) or upload, post, email, transmit, chat or otherwise disclose other users' or members' private information; or

(o) disclose any telephone numbers, street addresses, last names, URLs or email addresses in any user or member profile that you create.

PLEASE REPORT ANY VIOLATIONS OF THIS SECTION OR THESE TERMS TO OUR [CUSTOMER SERVICE DEPARTMENT](#).

13. Member Interactions and Disputes.

(a) YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS AND MEMBERS OF THE WEBSITE AND SERVICES. YOU UNDERSTAND AND AGREE THAT WE HAVE NO OBLIGATION TO SCREEN OUR USERS OR MEMBERS; INQUIRE INTO THE BACKGROUNDS OF OUR USERS OR MEMBERS; OR ATTEMPT TO VERIFY THE STATEMENTS OF OUR USERS OR MEMBERS. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OR MEMBERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OR MEMBERS. IF YOU FIND OTHER USERS' OR MEMBERS' INFORMATION TO BE OFFENSIVE, HARMFUL, INACCURATE AND/OR DECEPTIVE, YOU MAY USE THE REPORT [ABUSE PAGE](#) PROVIDED ON THE WEBSITE. WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR DISPUTES BETWEEN YOU AND OTHER USERS OR MEMBERS OR TO TERMINATE OR BLOCK YOU AND OTHER USERS OR MEMBERS FOR VIOLATIONS OF THESE TERMS. PLEASE ALSO USE CAUTION, COMMON SENSE, AND SAFETY WHEN USING THE SERVICES TO INTERACT WITH OTHER USERS AND MEMBERS. We further reserve the right, but have no obligation, to conduct any credit, criminal or other background checks using publicly available records, at any time, to confirm your compliance with these Terms.

(b) In the event that you have a dispute with one or more other users or members, you hereby release us, our parent, subsidiaries and affiliated entities, and ours and their shareholders, directors, officers, employees, agents, successors and assigns from any and all claims, demands, damages (actual and

consequential), losses and liabilities of every kind or nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

14. Subscription, Usage and Foreign Transaction Fees; Promotional Credits.

(a) Subscription Fees. Certain Services are subject to subscription fees ("Subscription Fees"). These Subscription Fees are provided to you upon registration and may change from time to time. Unless otherwise indicated, Subscriptions Fees cover an initial period, for which there is a one time charge, followed by recurring periodic charges for subsequent periods as agreed to by you upon registration. You acknowledge that your subscription has an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. WE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (CONFIRMED IN WRITING AT OUR REQUEST) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES APPLIED BEFORE WE CAN REASONABLY ACT. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD FOR SUBSCRIPTIONS, GO TO THE [BILLING HISTORY PAGE](#).

(b) Other Fees. Certain other Services may require you to make one-time payments or prepay certain amounts for credits, tokens, digital items or goods which may be redeemed solely for specified Services ("Credits"). Credits, as well as unused balances as described in Section 14(c), may not be redeemed for cash and may not be returned or forfeited for a cash refund, except as may be required by applicable law. In addition, Credits and unused balances are not transferable.

(c) Usage Fees. Certain Services may require a sufficient balance of funds in your Account against which usage or similar fees (e.g., pay per minute or pay per view) may be charged. If you have not logged into your Account in the previous 180 days, we reserve the right, in our sole discretion, and without notice or liability to you, to charge you in the following month(s) an Account maintenance fee equal to \$5 per month or, if less than \$5 remains in your Account, the remaining funds. The Account maintenance fee will only be deducted from the funds remaining in your Account. Your credit card(s) on file with us will not be charged, and you will not incur a negative balance, due to any such Account maintenance fee.

(d) Foreign Transaction Fees. We may use credit card processors or banks outside the United States to process your transactions. In some instances, your bank or credit card issuer may charge you a foreign transaction or similar fee or charge. Before purchasing any Services, please check with your bank or credit card issuer for more information about its policies regarding foreign transaction and similar fees and charges.

(e) Promotional Credits. You expressly acknowledge that any promotion that provides points, pre-recorded shows, or similar credits or benefits (collectively, "Promotional Credits") may be terminated by us in our sole discretion at any time. If you have not logged into your account in the previous 180 days or if your membership is terminated for any reason, your Promotional Credits, if any, will expire and be forfeited. Promotional Credits have no cash value and may not be redeemed for cash, converted for other Services and/or transferred to third-parties.

15. Termination.

(a) We reserve the right to terminate or restrict your access to or use of the Services, without notice or liability, for any or no reason whatsoever. In addition, we may terminate your Account and any membership and/or subscription with us by sending notice to you at the email address you provided in your application for membership, or pursuant to Section 31 below. Upon termination of these Terms, you will not be entitled to any refund of any unused Subscription Fees or other prepaid amounts. All decisions regarding the termination of Accounts shall be made by us in our sole discretion. We are not required, and may be prohibited, from disclosing to you the reason for termination of your Account, membership or subscription.

(b) You may terminate your Account, membership and/or subscription with us at any time, and termination will be effective immediately upon receipt of notice in accordance with Section 31. Subject to our 3-day cancellation policy discussed below, WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY AMOUNTS PREPAID BY YOU AND YOU WILL NOT RECEIVE ANY REFUND FOR ANY UNUSED DAYS OF ANY SUBSCRIPTION TERM.

(c) To the extent the Services include "dating services" as defined by California statute ("Dating Services"), if by reason of death or Disability (as defined below) you are unable to receive all Dating Services for which you have contracted, you or your estate may elect to be relieved of the obligation to make payments for Dating Services other than those received before death or the onset of Disability, except as provided in following sentence. If you have prepaid any amount for the Dating Services, so much of the amount prepaid that is allocable to Dating Services that you have not received will be promptly refunded to you or your representative. "Disability" means a condition which precludes you from physically using the Dating Services during the term of disability and the condition is verified in writing by a physician designated and remunerated by you. Written verification of the physician must be presented to us. This subsection shall supersede any other contrary term or provision herein.

(d) With respect to Dating Services, you, the buyer, may cancel these Terms, without any penalty or obligation, at any time prior to midnight of the third business day following the date of this contract, excluding Sundays and holidays. To cancel these Terms, mail or deliver a signed and dated notice, or send a telegram that states that you, the buyer, are canceling this agreement or Terms, or words of similar effect. This notice shall be sent to: Various, Inc., Attn: Customer Service-Cancellations, 220 Humboldt Court, Sunnyvale CA 94089. You may receive further information on this process by contacting our [customer service department](#). For Dating Services, the day that you submit a completed registration form for such Dating Services will be the date of this contract or Terms for purposes of this subsection.

(e) Upon termination of these Terms for any reason, those provisions which, by their nature survive termination (including, but not limited to, Sections 3, 4, 5, 7, 8, 9, 10, 11, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35) shall survive termination in accordance with their respective terms.

16. **Renewals.**

(a) In order to provide continuous service, we automatically renew all paid subscriptions for the Services two (2) days prior to the date such subscriptions expire. Such renewals shall be (i) for a period equivalent to the period of your initial subscription to the Services or a shorter period of time if specified, and (ii) in our discretion, at the price of the same or comparable Services then in effect. In addition, we sometimes offer special promotions that have renewal periods of different duration than the original subscription term. We always communicate renewal periods to you upon confirmation of your subscription and in the body of any special promotions that have renewal periods of different duration than the original subscription term. By agreeing to these Terms, you acknowledge that your Account will be subject to the above-described automatic renewals. In all cases, if you do not wish your Account to renew automatically, please go to the [BILLING HISTORY PAGE](#) and turn auto-renewal off.

(b) Your non-termination or continued use of the Services reaffirms that we are authorized to charge your chosen payment provider. We may submit those charges for payment and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially subscribed to, or otherwise joined, the Services.

17. **DMCA Notice.** We strive to comply with the Digital Millennium Copyright Act of 1998, as amended ("DMCA"), at all times and maintain a repeat offender policy which may result in the termination of your right to use the Services if you violate such policy. If you believe that your work has been copied, posted or otherwise made available through the Services in a way that constitutes copyright infringement, please notify our DMCA Copyright Agent of your complaint, as set forth in the DMCA. Please consult the DMCA to confirm these requirements. You must provide our DMCA Copyright Agent with the following information in writing, to the extent required by the DMCA: (a) an electronic or physical signature of the person authorized

to act on behalf of the copyright owner that is allegedly infringed; (b) a description of the copyrighted work that you claim has been infringed (or, if multiple copyrighted works on a site are covered by a single complaint, a representative list of the allegedly infringing works on the site); (c) identification of the material that is claimed to be infringing and to be removed, and information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact you, such as your address, telephone number and e-mail address; (e) a written statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice and complaint is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Please be aware that the foregoing information in your complaint may be forwarded to the person who provided the allegedly infringing content. The foregoing information must be submitted to Subsidiary's DMCA Copyright Agent as follows:

- o Various, Inc.
- o 220 Humboldt Court
- o Sunnyvale, CA 94089
- o Attn. Copyright Agent
- o Email: copyrightagent@friendfindernetwork.com

Pursuant to Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

If you believe that your material has been mistakenly removed or disabled pursuant to this Section 17, you may submit a counter notice by notifying our DMCA Copyright Agent at the address provided above.

Pursuant to Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

18. **Disclaimer of Warranties.** THE SERVICES ARE PROVIDED "AS-IS" AND WE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES TO THE FULLEST EXTENT PROVIDED BY LAW, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. TO THE EXTENT APPLICABLE LAWS PROHIBIT TERMS OF USE FROM DISCLAIMING ANY IMPLIED WARRANTY, SUCH IMPLIED WARRANTY SHALL BE LIMITED TO THE MINIMUM WARRANTY PERIOD REQUIRED BY LAW, AND IF NO SUCH PERIOD IS REQUIRED, THEN THIRTY (30) DAYS FROM FIRST USE OF THE SERVICES. WE CANNOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.
19. **Limitation of Liability.** IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS ARISING OUT OF YOUR USE, OR INABILITY TO USE, THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU FURTHER AGREE TO INDEMNIFY US AND HOLD US HARMLESS FOR ANY AND ALL CLAIMS, DAMAGES, LIABILITIES AND EXPENSES IN THE EVENT THAT YOU FIND OTHER USERS' OR MEMBERS' CONTENT TO BE OFFENSIVE, HARMFUL, OBSCENE, INACCURATE AND/OR DECEPTIVE. UNDER NO CIRCUMSTANCES SHALL OUR LIABILITY TO YOU FOR ANY CLAIM OR CAUSE OF ACTION WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU TO US, IF ANY, DURING THE 90 DAY PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

20. **Indemnification.** You agree to indemnify and hold us, our parent, subsidiaries, and affiliated entities, and ours and their shareholders, directors, officers, employees, agents, contractors, licensors and licensees, harmless from any loss, liability, claim, demand or expense, including but not limited to, reasonable attorney's fees, made by any third party due to or arising out of your use of the Services or any breach or violation of these Terms.
21. **U.S. Export Controls.** Software and Content provided through the Services is subject to United States export controls. No software or Content from the Services may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using any such software or Content, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.
22. **Choice of Law.** These Terms shall be governed by the laws of the State of California, without regard to its conflict of laws rules or principles.
23. **Venue.** You agree to exclusive jurisdiction in California and venue in Santa Clara County, California for all arbitration and other proceedings arising out of these Terms.
24. **Arbitration of Disputes.** ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN YOU AND US OR ANY OF OUR AFFILIATED ENTITIES OR OURS OR THEIR AGENTS, EMPLOYEES, PRINCIPALS, SUCCESSORS, OR ASSIGNS ARISING FROM OR RELATING TO THESE TERMS, ITS INTERPRETATION, OR THE BREACH, TERMINATION OR VALIDITY HEREOF, OR THE RELATIONSHIPS WHICH RESULT FROM THESE TERM (INCLUDING, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RELATIONSHIPS WITH THIRD PARTIES WHO ARE NOT SIGNATORIES TO THIS AGREEMENT), SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY JAMS before a retired judge in Santa Clara County, California. In the event such a JAMS proceeding is unavailable for any reason, such disputes shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA before a single retired judge. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. This Section and Section 25 below are subject to the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (FAA), as amended. Any award of the arbitrator shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. The arbitration proceeding will be limited solely to the dispute or controversy between you and us. YOU ACKNOWLEDGE THAT YOU ARE GIVING UP YOUR RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY WITH RESPECT TO ANY SUCH CLAIM. Nothing in this Section 24 shall be deemed to prohibit us from seeking an injunction or other equitable relief in any court of competent jurisdiction to protect or preserve ours or our licensors' rights in and to intellectual property or confidential information.
25. **Class Action Waiver.** IN ANY DISPUTE, NEITHER YOU NOR ANY OTHER PERSON SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER AFFILIATES OR PERSONS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. YOU ACKNOWLEDGE THAT YOU ARE GIVING UP YOUR RIGHTS TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO ANY SUCH CLAIM.

26. **Electronic Communications.** By using the Services, you consent to receiving electronic communications, e.g., email, from us or our subsidiaries and affiliated entities. These communications will include notices about your Account and information concerning or related to the Services. These communications are part of your relationship with us and you receive them as part of your membership. You agree that any notice, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including but not limited to, any requirements that such communications be in writing.
27. **Severability.** If any provision of this Agreement is held to be unenforceable under applicable law, such provision shall be excluded from this Agreement, and the balance of this Agreement shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its modified terms.
28. **Merger; Translations.** These Terms represent the entire understanding between the parties with respect to the subject matter hereof and supersede all previous understandings, written, oral or implied. Where we have provided you with a translation of the English language version of these Terms, then you agree that the translation is provided for your convenience only and that the English language versions of these Terms will govern your relationship with us. If there is any contradiction between what the English language version of these Terms and any translation, the English language version shall take precedence.
29. **Force Majeure.** Neither you nor we shall be held responsible for any delay or failure in performance hereunder caused by acts of God (or natural disasters), terrorism, strikes, embargoes, fires, war, or other causes beyond the affected party's reasonable control.
30. **Construction.** The headings used herein are for convenience only and shall not be deemed to define, limit or construe the content of any provision of these Terms. The meanings given to terms defined herein will be equally applicable to both the singular and plural forms of such terms. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms.
31. **Notices.** Except as explicitly stated otherwise, legal and other notices (including but not limited to notices of legal proceedings) shall be delivered to Various, Inc. by U.S. mail at 220 Humboldt Ct, Sunnyvale, CA 94089 Attn. Legal, or to you at the email address you provided us (a) at the time you registered; (b) through a subsequent notice of an address change; or (c) through a posting through the Services. Physical notices shall be effective when received. Email notices allowed hereunder shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. In addition, we may provide notice by certified mail, postage prepaid and return receipt requested. In such case, notice shall be deemed given when received.
32. **Waiver.** Failure to enforce any provision of these Terms shall not constitute a waiver of any term hereof. No waiver of a breach of any provision of these Terms shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless granted in writing and signed by an authorized representative of us at our director level or above.

Exhibit G HardSexTube.GetItOn Terms & Conditions

33. **Limitations of Claims.** You agree that any claim or cause of action arising out of or related to these Terms or your use of the Services must be filed within one (1) year after such claim or cause of action arose or be forever barred.
34. **Non-Assignment.** You may not resell, assign or transfer any of your rights or obligations under these Terms without our prior written consent. We may resell, assign or transfer our rights and obligations under these Terms at any time without restriction and without notice or consent.
35. **Agreement Binding.** This Agreement shall be binding upon the parties and their successors and permitted assigns.
36. **Addresses of International Offices of our Affiliated Entities.**

Various
Tower
St.
London
E1W
United Kingdom

Bridge
Katherine's

House
Way

1DD